

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 04-109**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

### **INTERNET SERVICE PROVIDER**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 NOON, Wednesday, April, 21, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. **Only the names** of respondents will be publicly opened and read at the K Street Complex.

Respondents should take caution if U.S. mail or mail delivery services are used for the submission. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

SPECIFICATION NO. 04-109  
REQUEST FOR PROPOSALS  
FOR  
INTERNET SERVICE PROVIDER

1. **GENERAL NOTICE**

- 1.1 The City of Lincoln, AND Lancaster County, (City/County), desire to obtain internet connectivity from an Internet Service Provider, (ISP).
- 1.2 The City/County currently maintains a WEB site, perform FTP functions and utilize internet mail capabilities.
- 1.3 Sealed proposals for these services will be received by the City of Lincoln, Purchasing on or before 12:00 noon, Wednesday, April, 21, 2004 in the office of the Purchasing Agent, at 440 South 8<sup>th</sup> Street, Suite 200, Lincoln, NE 68508.
  - 1.3.1 The City will read only the names of the firms submitting proposals, not the fees.
- 1.4 Firms submitting proposals should take caution if U.S. mail or mail delivery services are used for the submission of proposal.
  - 1.4.1 Mailing should be made in sufficient time for proposals to arrive in Purchasing prior to the time and date specified above.
- 1.5 All questions in regard to this RFP are to be directed to The City's Purchasing Agent listed below:

Vince Mejer, City Purchasing Agent CPPO, C.P.M  
440 South 8<sup>th</sup> Street, Suite 200  
Lincoln, Nebraska
- 1.6 Proposals received after the established date and time will be rejected.
- 1.7 All other questions should be addressed to the Project Manager:

Jeff Jones, Network Supervisor  
Information Services  
233 South 10<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Lincoln, NE 68508  
(402) 441-8685

2. **PROJECT DESCRIPTION AND CONFIGURATION**

- 2.1 **Connection to ISP**
  - 2.1.1 Internet connectivity is currently provided via a single-mode fiber optic connection to the ISP.
  - 2.1.2 The speed of the link is 10Mb between the ISP and the City/County network.
  - 2.1.3 The connection to the City/County is currently located at 233 South 10<sup>th</sup> Street (Information Services/233 Building or Hall of Justice/575 S. 10th).
- 2.2 **Demark Router**
  - 2.2.1 The demark router is provided by the ISP, and is currently a Cisco 4000.
- 2.3 **ISP Egress**
  - 2.3.1 The current ISP's egress to the internet is one full DS3 (45Mb) to one backbone ISP and a fractional DS3 to a second backbone ISP.
- 2.4 **Usage**
  - 2.4.1 There are currently no limitations to the number of users or the amount of traffic generated by or received by the City/County.
  - 2.4.2 The monthly rate is flat and not based on usage.
- 2.5 **The current ISP provides the following additional services**
  - 2.5.1 Net News Transfer Protocol Services, (NNTP)
  - 2.5.2 Secondary Domain Name Services, (DNS)
  - 2.5.3 Technical Support Services 24 x 365

3. **ADDITIONAL INFORMATION**

- 3.1 All the above services are also provided to Lincoln Electric Services at no additional cost.
- 3.2 City/County will require no Internet Protocol (IP), address blocks, (City/County currently utilizes it's own registered internet address blocks)

4. **MINIMUM REQUIREMENTS**

- 4.1 All proposals shall meet or exceed the existing conditions including all services as noted in 2 and 3 above.

5. **DURATION**

5.1 Each proposal shall provide costs associated with the following:

- 5.1.1 a one year proposal
- 5.1.2 a two year proposal
- 5.1.3 a three year proposal
- 5.1.4 a five year proposal

6. **FORMAT OF PROPOSAL**

6.1 **Cost Summary**

Cost Category	One Year Agreement	Two Year Agreement	Three Year Agreement	Five Year Agreement
One Time Installation Cost				
Annual Maintenance Cost				
Relocation Cost				

6.2 **Configuration: each proposal shall include:**

6.2.1 A Tactical Plan for implementation, including detailed listing of hardware configuration, a network diagram, the connection speed and a project timeline.

6.3 **Maintenance, EPS;**

6.3.1 Describe the extent of maintenance to be provided for these services, including how maintenance is accessed, availability of maintenance personnel, and response time.

# REQUEST FOR PROPOSAL SPECIFICATION NO. 04-109

BID OPENING TIME: 12:00 NOON

DATE: Wednesday, April 21, 2004

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_ through \_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of the City of Lincoln/Lancaster County for the listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the services, certificate of insurance, unemployment compensation, in strict accordance with the specifications as prepared by the City for the consideration of the amount set forth in the following price schedule:

## Internet Service Provider FOR THE CITY OF LINCOLN/LANCASTER COUNTY

Cost Category	One Year Agreement	Two Year Agreement	Three Year Agreement	Five Year Agreement
One Time Installation Cost				
Annual Maintenance Cost				
Relocation Cost				

Only the names of respondents will be publicly opened and read at the K Street Complex.

**NOTE: RETURN 8 COMPLETE COPIES OF YOUR OFFER AND SUPPORTING MATERIAL.  
ALONG WITH A SEPARATE SEALED ENVELOPE WITH 2 COPIES OF YOUR PRICE PROPOSAL.  
MARK OUTSIDE OF THE OFFER AS FOLLOWS: SEALED RFP FOR SPEC. NO. 04-109**

The undersigned signatory of the proposer represents and warrants that he has full and complete authority to submit this offer to the City of Lincoln/Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

Email: \_\_\_\_\_

# INSTRUCTIONS TO PROPOSERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
  - 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

### **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

### **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
  - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. LAWS**

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **12. AWARD**

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
  - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
  - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members. Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.4 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.5 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.